VIRGINIA EMPLOYMENT COMMISSION

MEMORANI	DUM TO:					DATE	3/13/2008
Florida	X	North Carolina	<u>X</u>	Kentucky	<u>X</u>	Pennsylvania_X_	
Texas	X	South Carolina	<u>X</u>	West Va.	<u>X</u>	Maryland X	
Georgia	X	Puerto Rico	<u>X</u>	Delaware	<u>X</u>	Other Alabama	
FROM:	Virginia P. O. Bo	ervices Manager Employment Comr ox 1358 nd, Virginia 23211	mission				
SUBJECT:	Request	for Extension of C	learance C	rder No.	95311		
Extension is	requested	d for the1	_cop(ies) o	f the order w	hich is/	are attached,	
dated		3/13/2008 for (No	3 of Openin	ngs) Nur		orker 45209201 Occupational Title and	Code)
to be sent to	the office	s of your choice.					
COMMENTS	S: Please	indicate below the	action take	en by your of	fice.	Oli Jbr	zahan
* * *	* *	* * * *	* *	* * *	* :	* * * *	* * * * *
						DATE _	
The above re	equest has	s been reviewed ar	nd action ta	ken as indica	ated bel	ow:	
	ACCEPT	TEDLoc	ation(s) to v	which extend	l:		
	REJECT	EDRea	ison for Rej	jection:		· · · · · · · · · · · · · · · · · · ·	
	СОММЕ	NTS:					
Number of ac	dditional c	opies required.					
						(signature)	

Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor Employment and Training Administration



Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Number y Dirección del Employer's Alvinos de Code, and telephone number)	O.M.B. Approval No. 1205-0134, Expires 08/31/2009
I TOTAL TOTAL CONTROL OF CHARACTER INSTITUTOR CORP. CHARACTER AND	Industry Code / Código de Industria Job Order # / No. Orden de Empleo
Jamiders Landscapes, LLC	Occupational Little and Code Clints Co.
732 Freshwater Cove Lane	mortifulat worker, 405.687-010
Lovingston, VA 22949	Clearance Order Issue Date / Fecha de Tramite:
434-263-6642	3/13/08
2. Location and Direction to Work Site / Dirección del lugar de trabajo	<u></u>
· ·	Job Order Expiration Date / Fecha de expiración: 6. Anticipated Period of Employment / Periodo Anticipado de Empleo
From route 29, west on 653, Freshwater Cove Lane. Turn right at 2nd turn, 7/10 mile.	A /21 /09
at and turn, //IU mile.	From/ Desde: 4/21/08 To / Hasta 12/15/08
	· ·
	7. No. of Worker's Requested / No. de Trabajadores Pedidos
(see attachment / para más detalles vea 1	3
Location and Description of Housing / Dirección y Descripción de la Vivienda	
]	8. Anticipated Hours of Work per Week / Horas
4292 Thomas Nelson Hwy,	Anticipadas de Trabajo por Semena Total: 4 0 Sunday / Domingo 0 Wednesday / Microsley 7
Arrington, VA 22922	Monday / Lungs
Brick Apartments	Tuesday / Martes 7
Route 29 Northbound Lane, across from Colleen Drive In.	Saturday / Sahado E
The state of the s	Collect Calls Accepted/Se Aceptan Llamadas a Cobrar. September 1515—1515 Collect Calls Accepted/Se Aceptan Llamadas a Cobrar. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar.
(see attachment / para más detalles vea 1)	Employer / El Empleador Yes [3] No [1] Local Office/Oficina Local Yes [1] No [3]
4. Board Arrangements / Arregio de Alojamiento	
Housing is provided at no cost to workers who are not reasonably of residence. See attachment 1 for expanded and residence.	able to return the same day to their all
of residence. See attachment 1 for expanded explanation	June day to their place
5 Referred Instructions / Instructions	(see attachment / para más detailes vea 1)
5. Referral Instructions / Instructiones para el Referimiento de Candidatos All local and intrastate (in state) appliantes de la contractione de l	(199 Action 1970) Para mas detailes yea
All local and intrastate (in state) applicants and interstate (or order holding office in order to ascertain guarant	it of state) applicants are to contact the
order holding office in order to ascertain current employment, cr proper arrangements to be made. See attachment 1 for expanded ex	op or housing information and to enable
10 Job Specifications / Descripción del Tabala III	planation. (see attachment / para más detalles vea 1)
10. Job Specifications / Descripción del Trabajo (Summary of Material Job Specifications in ENGLISH must be	included inside this box
Performs diversified activities in nursery operation. Jobs may incheeing, propagation, transplanting fartilizing	lude any combination of planting, cultivating,
of plant materials and nursery stock. Workers will require minimal	supervision.
	•
,	
	/page#4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be	(see attachment / para más detalles vea 1)
Hace actividades diversificadas en la operacion de	
Hace actividades diversificadas en la operacion de un vivero. Trab	ajos podran incluir cualquier combinacion de
mantenimiento de materiales de planta y reservas de vivero. Los tra	abajadores requieran de supervision minima.
	.

(see attachment / para más detalles vea 1)

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Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago
horticultural	\$ 8.85	\$	N/A	Social	X**		Weekly / Semanal
worker	\$	\$	N/A	Federal Tax Impuestos Federales	X**		X
	\$	\$	N/A	State Tax Impuestos Estatales	X**		Bi-weekly / cada 2 sem.
hor	\$	\$	N/A	Meals (comidas)		х	•
	\$	\$	N/A	Other (specify)/ Otro		х	Other / Otro
federal or state method is lower that the employer unless the total applicable AF ** Does not apply 12. Transportation Arrange For workers who contransportation and employment. Subsistenceipts). The amount of the employment is under the employment of the employment. 13. Is it the prevailing praction.	thinmum wage rate in the AEWR in elere is a prevail wR. to H-2A workers. mments/Areglos de Traplete 50 percen reasonable substance will be it bunt of the reim lar common carrice to use Farm Labor	e, whichever is highest. Ifect at the time of appling hourly rate higher ansportación (Please explain) to of the work period, to istence from the place in accordance with current pursement for transportation character transportation character transportation character (FLC) to recruit, supe	by the hour at the currer In the event DOL promo Dication, this lower AEV than the new AEVR. See the employer will reimbur from which the worker can nt rates published in the ation shall be the worke ges for the distance inventives, transport, house, or pay wor parke, transport, house, or pay wor parke a los trabajadores en este/es	wR becomes the guar attachment, item 1 (see the worker for come to work for the Federal Register r's actual cost but colved. See attachment, (see kers for this (these) crop ac	during the antee at 1 for experience attachmen costs incues employer (for work no more ent, Item ee attachmen tivity(ies)? Es	e recruithe disc anded ex at/para ma arred by to the pers with than the 12 for t/para ma a la costum	the worker for place of a and without expanded sepanded s
16. Are tools provided at no 17. List any arrangements o arrangements, enter "None	insurance provided / li charge to the workers which have been made 'y/Indique todo acuerdo	ndemnización por accidente de tra ? / ¿Se le proveen las herramient with establishment owners or ago	as de trabajo a los trabajadores sir ents for the payment of a commissi del establecimiento o sus represen	ion or other benefits for sale		N N orkers. (If t	
			oloyees at the place where the work eados en el lugar de empleo. (Si no NONE		nere are no si	uch inciden	its, enter "None")/
9. Address of Order Holdin e Radicó la Oferta (incluya		hone number)/Dirección de la Ofi		al Office Representative (inc te de la Oficina Local (Inclu			ne number) / Nombre
rirginia Employm 00 Preston Ave (harlottesville, 34-984-7640	(PO Box 1587)	1	Ken Shaver 434-984-76				
Certificacion del Empleador: Employer's flignature & Title EEAD CAREFULLY: In view eekers, nelther the EFA non ccepted or recruited upon b EASE CUIDADOSAMENTE abajadores que buscan em	Esta orden de trabajo / Firme y Tutulo del Em of tile statutorily estat the State agenties ar y the One Stop Caree E: En vista de su funció pleo, ni ETA ni las age	describe los términos y condicion pleador Junus lished basic function of the Emple e guarantors of the accuracy or the Center constitute a contractual in básica establecida estatutariam ncias del estado pueden garantiz	of the employment being offered less de trabajo y contiene todos los entre el servicio de Empleo es un ar la verdad y certeza de la informa o constituye una oferta contractual	materials, terminus, y cond exchange, that is, as a forum and on job orders submitted the eer Center, ETA or a State intercambio gratis de traba ación contenida en la Order	iciones ofreci n for bringing by employers, agency is in a jo para juntar n de Trabajo s	together er Nor does any way a p a los empl sometida p	nployers and job any job order party. leadores y
nd reviewing the collection. domation unless it displays	Respondents obligage a currently valid OMB	ation to reply to these requrement control number. Comments rega	inutes per response, including time s are mandatory by 20 CFR 653.50 rding this burden estimate or any o Room S-4321, Washington, D.C.	Persons are not require other aspect of this collection	ed to respond n, including s	to this coll uggestions	ection of

Item 2. Directions to Work Site

I-64 toward NORFOLK. Take the VA-646 / VA-199 E exit toward LIGHTFOOT. Continue 0.2 Miles, turn LEFT onto NEWMAN RD / VA-646 N. Continue 1 mile, turn RIGHT onto BARLOW RD / VA-604. Continue to follow BARLOW RD 1.1 miles, turn LEFT onto Carters Neck Road. Continue 0.2 miles, turn RIGHT onto Riley's Place and end at 101 Riley's Place..

Item 3. Housing

Employers will furnish free cooking and kitchen facilities to those workers who are entitled to live in the employers' housing so that workers may prepare their own meals. Workers will buy their own groceries. Once a week the employers will offer to provide (on a voluntary basis by the workers) free transportation to assure workers access to the closest store where they can purchase groceries.

Housing is provided at no cost to workers who are not reasonably able to return the same day to their place of residence. This paragraph applies to such workers only. Housing is not provided to non-workers. No charge will be made for beds or cooking utensils and similar items furnished to workers to whom housing is provided hereunder unless unlawfully removed or damaged beyond normal wear and tear. Housing will be clean and in compliance with OSHA housing standards when occupied. The housing provided varies according to location and includes frame houses, trailers, and dormitory-style buildings. Housing includes free kitchen facilities. The kitchen and other common areas will be shared. Housing provided will be shared facilities without regard to sex. In the event that a female worker is hired, separate toilet facilities shall be provided by the employer. No tenancy in such housing is created; employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the assigned employer who provides such housing. Workers who reside in such housing agree to be responsible for maintaining the housing in a neat and clean manner. Reasonable repair costs of damage or loss of property, other than that caused by normal wear and tear, will be deducted from the earnings of the worker if he is found to be responsible for damage or loss to housing or furnishings. Workers residing in employer's housing may have mail directed to them at the employer's address on attached addendum. Workers will be provided a name and telephone number where they may be contacted in case of emergency while residing in the housing.

Item 5. Referrals

All local and intrastate (in state) applicants and interstate (out of state) applicants are to contact the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral(s). Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00am to 4:00 pm, Monday through Friday. Workers hired pursuant to the Job Offer from within normal commuting distance will not be provided with housing, subsistence and transportation. Those that apply direct will be welcomed and accepted. Referrals should be fully apprised by the local employment office of the terms, conditions and nature of employment prior to referral. Only workers legally entitled to work in the United States and who posses' original identity and employment eligibility documents sufficient to complete INS Form I-9, as required by the Immigration and Nationality Act, should report to work. Applicants referred against this order should be informed that they must have theses documents in their possession when they arrive at the place of employment. Employer's agent should be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

The Labor Company P.O. Box 1254 Amherst, VA 24521 434-946-0035/434-946-0036 (fax)

Order Holding office: Virginia Employment Commission 5240 Oaklawn Blvd. Hopewell, VA 23860 804-541-6548

Employer's agent agrees to interview all US workers referred by the State Employment Commission, local or by supply state who have been screened by such employment services for:

1. Availability of entire season

- 2. Have transportation to job site
- 3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment.

Item 8. Anticipated Hours of Work

Worker will report to work at the designated time and place as directed by the Employer each day. The standard work week is 7 hours per day Monday-Friday and 5 hours on Saturday is normal; however, workers may be requested to work 10 hours per day depending upon the conditions in the fields and maturity of the crops but will not be required to do so. Also, the workers may be requested to work on federal holidays and on their Sabbath but will not be required to do so. Workers may volunteer to work additional hours when work is available. Down Time: Workers should expect occasional periods of little or no work because of weather, crop or other conditions beyond the employer's control. These periods can occur anytime throughout the season.

10. Job Specifications

Workers will perform work including but not limited to planting, digging, transplanting, moving, and watering in nurseries. Fertilize, prune, spray, space, water, tag and perform other plant maintenance. Count and inventory plants. Load plants onto wagons and trucks. Remove plastic from hoop houses in spring and cover hoop houses with plastic in fall. Assist with building hoop houses. Plant and dig field grown plants, plants, burlap roots, perform general maintenance of field grown plants. Fill, lift, and carry various size pots with soil and plants weighing as much as 70 pounds. Plants must be handled carefully to ensure that minimal leaves, limbs and roots are not broken. Propagate plants from cuttings.

Farm Equipment Operation During Field Operations: Workers may be required to operate tractors and other farm equipment during field operations as an incidental activity in the production of crops. Farm equipment operation incidental to production and harvesting will be paid at the AEWR of 8.85 per hour. Before any worker is required to operate any farm equipment, the worker will be instructed in the proper and safe operation of tractor. Workers will be required to operate tractors according to instructions and in a manner that protects the operator, other workers, trees, crops and equipment. Repeated failure to obey operating and safety instructions may result in termination.

The worker understands that if he abandons his employment or is terminated for cause prior to the end of the period of employment shown in Item 5 he will forfeit the 3/4 guarantee and reimbursement of certain transportation costs described elsewhere in this job order. Excessive absences and/or tardiness, as defined in the Work Rules attached hereto, cannot be tolerated and may result in termination.

Employers will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

GENERAL CONDITIONS APPLICABLE TO ALL CROPS: Field work begins at assigned time shortly after daylight. Work is performed during light rain and in high humidity and in temperatures ranging from 100 degrees to 35 degrees F. Workers will work on their feet in bent position for long periods of time. Workers will supply their own work clothes. All the tasks in this Job Description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work, on the farm, that is incidental to farming the crops listed in the application, such as performing hand cultivation tasks, weeding or hoeing, cleaning and repairing farm buildings, fences, seed beds, racks, grounds, operate tractor/farm equipment incidental crop set up and move irrigation pipes and equipment, gardening, weeding and shrubbing, etc. All other duties assigned under this order will be those duties of Horticultural Worker II, 405.687-010. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Full Crop Commitment: This is regular work, seven hours per day, Monday-Friday, and five hours on Saturday for the full remainder of the period of employment. Work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of employment, he will not receive the 3/4 guarantees discussed below and will not receive certain transportation reimbursements discussed below. Excessive tardiness and/or absences will not be tolerated and will result in termination.

Daily individual work assignments, crew assignments, and location of work, will be made by and at the sole discretion of the farm manger and/or farm supervisor as the needs of the farming operation dictate. Workers may be assigned a variety of duties in any given day and/or different tasks on different days.

11. Wage Rates/Pay Information

Special Pay Information and Deductions: Harvesting specifications, in particular, can change from time to time during the season due to crop or market conditions, even on the same crop. Workers will be expected to conform to the specific instructions given for each day(s) work.

Instructions and general supervision will be provided by the farm owner/supervisor or a designated employee. However, field workers will be expected to perform their duties in a timely and proficient manner without close supervision.

All work will be paid the adverse effect wage rate (AEWR) of \$8.85 per. In the event DOL promulgates a new AEWR during the recruitment or work contract period which is lower than the current AEWR at the time of application, this lower AEWR becomes the guarantee at the discretion of the employer. In the event the AEWR is eliminated from the H-2A program during the life of this work agreement, either administratively or legislatively, the employer reserves the right to pay the new wage rate under the new guidelines as soon as it becomes effective.

- A. The employer will make the following deductions from the Worker's wages: FICA taxes and Federal Income tax as required by law. Worker will repay or be charged for cash advances and loans, repayment of overpayment of wages to the worker, payment for articles which the Worker has voluntarily purchased from the Employer, long-distance telephone charges, recovery of any loss to the Employer due to the Worker's damage (beyond normal wear and tear) or loss of equipment or housing items where it is shown that the Worker is responsible.
- B. Employers guarantee to offer employment for the hourly equivalent of 3/4 of the workdays of the total specified period during which the work contract and all amendments thereof are in effect, beginning with the first workday after the workers' arrival at the assigned Employer's farm, ready, willing, able, and eligible to work and ending on the expiration date specified in the work contract and all extensions thereof or upon the termination of this employment as provided below. For purposes of this guarantee, a "workday" consists of seven hours Monday-Friday and five hours on Saturday. The worker is not required to work on his Sabbath or on federal holidays which are New Year's Day, January 1; Martin Luther King, Jr.'s birthday, the third Monday in January; Presidents Day, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Columbus Day, the second Monday in October; Veteran's Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25. On certain of these days, work may be available. If the worker at the conclusion of his work agreement has been afforded less employment opportunity than required under this provision, the worker will be paid at his average hourly rate for the hours, in addition to those actually offered, up to the hourly equivalent of the guaranteed number of days. In determining whether the guarantee of employment has been met, any hours which the Worker fails to work during a workday when he is offered the opportunity to work by the Employer and all hours of work actually performed shall be counted toward meeting this guarantee.
- C. This employment guarantee shall be terminated before the end of the Period of Employment if the services of the workers are no longer required for reasons beyond the control of the Employer due to fire, frost, flood, drought, hail, other Act of God which makes fulfillment of this contract impossible. In such cases, the employer will make efforts to transfer worker to other comparable employment acceptable to worker. If such transfer is not effective, workers will be returned at Employer's expense to the place from which Worker, without intervening employment, came to work for employer. In the event of such termination, the 3/4-guarantee period ends on the date of termination. The guarantee shall be void from the beginning should the Worker voluntarily abandon this employment before the end of the contract period or in the event the Worker is terminated for lawful job-related reason.
- D. The payroll period shall be weekly. Workers will be paid weekly.
- E. Employer will provide a worker referred through the Agricultural Recruitment System forty (40) hours of work for the week beginning with the anticipated date of need, unless the employer has amended the date of need by notifying the local employment service office at least 10 working days prior to the original date of need. If the employer fails to notify the order-holding office, then employer shall pay an eligible worker referred through the interstate clearance system \$8.85 per hour for the first week, starting with the original anticipated date of need. The employer may require the worker to perform alternative work if the guarantee cited in this section is invoked. If the worker fails to notify the order-holding office of his continuing interest in the job no sooner than nine working days and no later than five working days before the date of need, the

worker will be disqualified from the above-mentioned assurance. Alternative work will be general farm labor and farm maintenance activities including, cleaning and maintaining migrant housing, pulling and chopping weeds, cutting ditch banks and hedge rows, cutting fire wood, fence mending and the repair and maintenance of farm buildings and equipment.

F. The Employer will furnish to the worker, on or before each payday one or more written statements showing the worker's total earnings for the pay period, his hourly rate or piece rate (if applicable); the hours of work which have been offered to the worker, the total hours actually worked by the worker, an itemization of all deductions made from the worker's wages; if piece rates are used, the units produced daily; the worker's net pay; the employer's name, address and IRS identification number.

12. Transportation

The Employer will not advance transportation and subsistence costs to Workers for transportation to the place of employment.

This subparagraph applies only to Workers for whom the employer is legally obligated to supply housing. After worker has completed 50% of work contract period, employers shall reimburse worker for reasonable cost of transportation and subsistence from place of recruitment to place of work. Upon satisfactory completion of the work agreement, employers will pay for such Workers reasonable costs of return transportation and subsistence to the place of recruitment, except when the worker will not be returning to the place of recruitment, due to subsequent employment with another employer who does not agree to pay such costs, in which case the employer only pays for the transportation to the next job.

The amount of such transportation payment will be equal to the Worker's actual transportation costs not to exceed the most economical and reasonable common carrier transportation charges for the distance involved. In lieu of the above payments to the workers for transportation, the employers reserve the right to charter or otherwise arrange to provide for transportation at the employer's election. reimbursement shall be \$9.90 per day, without producing documentation of actual expenses, or will otherwise be paid as per 20 CFR 655.102(b)(5) only to those employees who are eligible under the H-2A program regulations for subsistence pay. By way of illustration and not in limitation of the foregoing, the employer will not pay transportation for such worker if he does not have suitable documents to comply with proof of identity and employment eligibility requirements of IRCA, if he is discharged for lawful job-related reasons, if he has knowledge at the place of recruitment that he can not perform the duties of the job as described above, or if he abandons this employment when he is needed by the Employer. Employer will provide transportation and subsistence under this agreement if the worker is terminated because of work related injury caused by this/these crop activities and is so certified by a doctor acceptable to employer before leaving employers farm, or termination resulting from an Act of God which makes fulfillment of this contract impossible as provided in paragraph 9C or if the worker is displaced by a U.S. worker under DOL's 50% rule. Employer will offer free transportation for workers living in employer's housing facility both to and from the daily work site. The use of the transportation by the worker is voluntary; no worker will be required as a condition of employment to utilize the transportation offered by the employer.

Other Conditions of Employment:

A. Termination: Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker: a) refuses without justified cause to perform work for which the worker was recruited and hired, b) commit serious act(s) of misconduct or serious or repeated violation(s) of the assigned Employer's work rules; the Employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of Work Rules is attached) c) fails after completing the training period to perform the work as specified in Item 11 and Attachment, or d) malingers or otherwise refused without justified cause to perform as directed the work for which the Worker was recruited and hired; e) provides other lawful job-related reason(s) for termination of employment f) abandons this employment; two consecutive scheduled working days of unexcused absence shall be an abandonment of employment; employees must notify the assigned Employer and secure permission for necessary absences. g) fails to keep up with fellow workers h) falsifying identification, personnel, medical, production or other work related records. i) fails or refuses to take a drug test. j) commits acts of insubordination. "Reason beyond employer's control" includes termination of worker, if he is not a U.S. worker because a U.S. worker makes himself available for the job under DOL's 50% rule. Workers must notify the employer prior to voluntarily terminating their employment. All wages due will be forwarded to the last known address for Workers that leave without providing notice. It is imperative that workers provide a complete and accurate address to the employer no later than the first day of employment. This employer has a no complete, no rehire policy. Termination for lawful job related reasons before the specified ending date listed in this application will disqualify the employee from future employment opportunities with this employer. Workers

who abandon their employment without notice during the period covered by this work agreement will be disqualified from future employment opportunities with this employer. Voluntary resignation before the specified ending date listed in this application may disqualify the employee from future employment opportunities with this employer. For workers who resign their employment voluntarily, the employer will consider and evaluate special circumstances and hardship cases on a case-by-case basis. Employees, without exception, are required to notify appropriate supervisory staff prior to voluntarily terminating their employment to be considered and eligible for exemption to the no complete - no rehire policy.

- B. The employer may discipline the worker, including requiring the worker to leave the field ("time out") for a period determined by the foreman, suspension from employment for up to three days, or termination of employment as described in termination (A) above.
- C. Injuries: Worker will be covered by Worker's Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage is attached. All workers must report all injuries and illnesses to their employer. Failure not to do so may result in termination
- D. Employer Obligation if Employment Extended: No extension of employment beyond the Period of Employment specified in the job order shall relieve the Employer from paying the wages already earned, or if specified in the job order as a term of employment, providing return transportation or paying return transportation expenses to the Worker.
- E. Employer Notification of Changes in Employment Terms and Conditions: Employers will expeditiously notify the order-holding local office or State agency by telephone immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over recruitment, or other factors have changed the terms and conditions of employment. The terms of this Work Agreement thereafter may be changed upon posted notice to the Worker.
- F. Outreach Workers: Outreach workers shall have reasonable access to the Worker in the conduct of outreach activities pursuant to 20 CFR 653.107 and 20 CFR 653.501.
- G Training: There will be a three day training period starting with the first day of employment to acclimate the worker to the physical demands of farm work and to familiarize workers with job specifications and to demonstrate proper harvest methods and other crop specific issues such as, the proper color of produce, or particular grading specifications. The employer will not provide separate formal orientation or training periods for each different crop or each different type of task or job assignment covered within the job description. After completion of the training period, the employer will expect all workers possess the skills to work in the production of the crops noted in Item II. For purposes of this section seven hours will be considered one day.
- H. Work Agreement: A copy of the contract or Job Clearance Order and work rules (copy attached) will be provided to the worker by the employer no later than on the day the work commences.
- I. U.S. workers may or may not be covered by unemployment insurance and may or may not be eligible under current unemployment regulations
- J. Employer agrees to abide by the regulations at 20 CFR 655.103, Assurances, and 20 CFR 653.501.
- K. The employer as a part of positive recruitment as per 20 CFR 655.105(a) is willing, if and when any substantial number of applicants are available, to coordinate group transportation arrangements (to facilitate their purchase of bus tickets etc.), where appropriate, and to provide any additional information that workers need to coordinate their arrival. We are an equal opportunity employer. Women and minorities are encouraged to apply to these positions.
- L. There are not any strikes, work stoppage, slowdowns or interruption of operations by employees at the place where the workers will be employed.
- M. There are not any arrangements made with establishment owners or agents for the payment of a commission or other benefits for sales made to the workers.

N. SUBSTANCE ABUSE POLICY: The employer will strive to provide a safe and healthful work environment, free of substance abuse, for the protection of our associates, employees and visitors. The use, possession or being under the influence of illegal drugs or alcohol during working time is prohibited. (Alcohol may be permitted in the housing facility outside work hours.) Employees may be requested to take random drug or alcohol tests at no cost to the worker. Failure to comply with the request or testing positive may result in immediate termination.

*Use of the masculine pronoun herein is for convenience of reference only.

WORK RULES

The following work rules are intended to provide guidance to workers on the standards of conduct and performance expected of them by the Employer. Violation of these rules or other lawful job-related employer requirements, including these work rules, will be considered grounds for discipline or immediate discharge. Penalties for infractions may include suspension from work without pay for the remainder of the day, or for up to three days, in the sole judgment of the Employer, depending on the seriousness of the infraction, the worker's prior record, and other relevant factors. Repeated, serious, or aggravated infractions may result in immediate discharge. Workers are expected to comply with all rules relating to discipline, attendance, work quality and quantity, and the maintenance of all property.

- Workers must perform their assigned work in a careful, workmanlike manner in accordance with the provision of the work contract. Sloppy work will not be tolerated.
- 2. Use or possession of alcoholic beverages or illegal drugs is prohibited during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of alcoholic beverages or illegal drugs. Illegal drugs may not be used or kept on any employer premises, including housing at any time. Use or possession of illegal drugs, failing or refusing to take a drug test will be <u>CAUSE FOR IMMEDIATE TERMINATION</u>.
- 3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able and willing to perform the assigned work every scheduled workday. This is not sporadic or "day work." Excessive absences is defined as: Two consecutive days of unexcused absences or three unexcused absences in a 30 day period. Violation will be <u>CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>. Workers must report at assigned time and place each workday as directed by the grower or supervisor. <u>WORKERS WILL BE DISCHARGED FOR EXCESSIVE TARDINESS</u>. Excessive tardiness is defined as 2 unexcused tardies in a row or 5 unexcused tardies in a period of thirty days.
- 4. Workers shall maintain and keep the living quarters provided to them in compliance with OSHA 1910.142 Standards as posted in the housing and in clean condition and in good repair, allowing for reasonable wear and tear. Workers shall cooperate with other workers assigned to such housing in maintaining common kitchen and living areas in good condition. Workers will be required to keep the exterior area surrounding the camp clean and clear of debris. Workers shall promptly report any problems with housing to the employer or designated supervisor.
- 5. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
- Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Workers are forbidden from removing batteries from smoke detectors for any reason. <u>VIOLATION WILL BE CAUSE FOR IMMEDIATE</u> <u>TERMINATION</u>.
- Workers must not drop paper, cans, bottles and other trash in fields, packing house, or on housing premises. Trash and waste receptacles must be used.
- 8. Workers may not take unauthorized breaks from work.

- 9. Workers may not leave the field or other assigned work area without permission of farmer or person in charge.
- 10. Workers may not enter employer's premises without authorization.
- 11. Workers may not begin work prior to scheduled starting time or continue working after stopping time unless authorized by the employer.
- 12. Workers living in employer's housing may not have guests in housing premises after 10:30 p.m. except on Saturday night on which guest hours end at 12:00 p.m. No persons, other than workers assigned by employer to a room, may sleep in any room.
- 13. Workers may not deliberately restrict production.
- 14. Any worker who verbally or physically threatens another worker, the farmer or any supervisor with any tool or weapon <u>WILL BE SUBJECT TO IMMEDIATE DISCHARGE</u>.
- 15. <u>WORKERS WILL BE DISCHARGED</u> for fighting on the employer's premises, including housing premises, at any time.
- Workers may not post or remove any notices, signs, or other instructions from the employer's bulletin boards or the employer's property without specific authority from the employer.
- 17. <u>WORKERS WILL BE DISCHARGED</u> if they steal from fellow workers or from the employer.
- Workers may not falsify identification, personnel, medical, production or other workrelated records. <u>VIOLATORS WILL BE SUBJECT TO IMMEDIATE DISCHARGE</u>.
- Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the employer or to other employees.
 VIOLATORS WILL BE SUBJECT TO DISCHARGE IMMEDIATELY.
- 20. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
- Workers may not misuse or remove from the farm premises without authorization from his supervisor any employer property such as trucks and other vehicles, beds, refrigerators, tools, etc. <u>VIOLATORS WILL BE SUBJECT TO DISCHARGE</u> <u>IMMEDIATELY</u>
- 22. Workers must obey all safety rules and common safety practices and must report any injuries or accidents to their supervisor or the employer's office immediately and The Labor Company (TLC) as soon as is reasonably possible. <u>UNSAFE WORK BEHAVIOR MAY SUBJECT THE VIOLATOR TO DISCHARGE.</u>
- 23. Workers must follow supervisor's instructions.

- 24. Workers may not commit acts of insubordination failure to regard authority.
- 25. After the training period, workers are expected to posses the skills necessary to perform the job described in the work agreement and to the standard set by the employer.
- 26. Workers may not interrupt other workers rest/sleep period by excessive noise or commotion. Workers must not play loud music after 9:00 PM on work nights or after 12:00 PM on Saturday night.
- 27. Workers will not knowingly engage in any type of behavior or take any action that might cause the grower to be out of compliance with any local, state, or federal law.

Certify Number of Workers

We expect the total number of workers we will use in the occupation of this/these crop
activities to be 3 of which 3 will be H-2A workers for which certification is requested and
the balance, if any, will be US workers. These numbers are estimates only as total
workforce needs are dependent upon weather, crop conditions and worker availability.
(last the last the

EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize The Labor Company (TLC), to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf, provided however, that my said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

Date

The Labor Company (TLC), does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. TLC is neither the employer on a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that TLC has been specifically authorized to make hiring commitments on behalf of the employer.

The Labor Company (TIAC),

MANUAL J15/08

Agent Signature Date

20 CFR 655.106 (F)

FIFTY-PERCENT RULE

Saumders Landscape, II.Ce	requests an
exemption from the fifty-percent rule under 655.103 (e).	
Saunders, IIC calendar quarter during the preceding, calendar year, use m	_ did not, during any nore than 500 "man
days" of agricultural labor, as defined in section 3 (u) of the Act of 1983 (29 USC 203 (u)). Is not a member of an associated as the section 3 (u) of the Act of 1983 (29 USC 203 (u)).	iation which has
applied for a temporary alien agricultural labor certification units members. Has not otherwise "associated" with other em	inder this subpart for ployers who are
applying for H-2A workers under this subpart.	
(10/1)	2/15/08
Employer Signature	Date

Application for Conditional Entry

I, Saunders Landscape, LLC as the employer, agree to abide by regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of supply workers. My housing was in compliance with USDOL regulations in 2007 but, because of disuse, cannot meet applicable standards at this time.

As a condition to placing my order into clearance, I, Saunders Landscape, LLC, certify that 30 days prior to occupancy, my housing will meet standards to the US Department of Labor.

I also authorize representatives of the State Employment Service, the State Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

STATE AGENCY: VIRGINIA EMPLOYMENT COMMISSION SUMMARY OF EMPLOYMENT CONDITIONS SPECIFIED ON JOB ORDER

1. Order Number: 953//

- 2. Name of Employer: Saunders Landscapes, LLC
- 3. Location of Employer and Directions:

732 Freshwater Cove Lane Lovingston, VA 22949

- 4. Period of Employment: From 4/21/08 to 12/15/2008
- Work Schedule: Hours per day: 7Days per Week: 6
- 6. Crop and Pay:

Hourly Unit of Piece Hourly
Crop: Wage: Production Rate Wage
Planting: \$8.85 or 2008 AEWR
Soil Prep: \$8.85 or 2008 AEWR

Cultivate: \$8.85 or 2008 AEWR Harvest: \$8.85 or 2008 AEWR

Bonus: n/a

7. Work tasks to be performed:

Regular: Performs diversified activities in nursery operation. Jobs may include any combination of planting, cultivating, hoeing, propagation, transplanting, fertilizing, pruning, spacing, preparing soil, weeding, spraying and watering, tagging, mowing, loading/unloading trucks. Uncover and/or recover winter storage houses. Loads/unloads trucks and wagons. May operate tractors and other mechanical equipment. Performs any other duties involved in the maintenance of plant materials and nursery stock. Workers will require minimal supervision.

Alternate tasks and pay during first week in case crop delay (see item 12): N/A

- 8. Transportation provided: Yes
- 9. Housing can accommodate 3 people Individual 3 Family 0

AGENCIA ESTATAL: COMISION DEL EMPLEO DE VIRGINIA SUMARIO DE LAS CONDICIONES DE EMPLIO QUE SON ESPECIFICADAS IN LA ORDEN DE TRABAJO

1. Numero de la Orden: 953//

2. Nombre del Empleador: Saunders Landscapes, LLC

3. Lugar y Direccion del Empleador

732 Freshwater Cove Lane Lovingston, VA 22949

- 4. Perodo de Empleo: del 4/21/08 al 12/15/2008
- 5. Horario del Trabajo: Horas por dia: 7Numero de dias por Semana: 6
- 6. Cosecha y Pago:

Sueldo Pago Anticipado
Por Unidad del por del Sualdo
Cosecha: Hora Produccion Unidad Wage

Planting: \$8.85 or 2008 AEWR Soil Prep: \$8.85 or 2008 AEWR Cultivate: \$8.85 or 2008 AEWR Harvest: \$8.85 or 2008 AEWR

Pago Adicional: n/a

7. Labores a desampenar en al trabajo:

Normales: Hace actividades diversificadas en la operacion de un vivero. Trabajos podran incluir cualquier combinacion de plantar, cultivar, azadonar (sachar), transplantar, abonar (fertilizar), propacion, apodar, preparar la tierra, desherbar (sacar malas hierbas), rociar (esprayar) y regar, etiquetar, cortar cespeds, cargar/descargar camiones. Destapa (descubrir) y/o tapar de nuevo casas de reservas de invierno. Carg/descarga camiones y carretas. Podria operar (manajar) tractores y otro equipo mecanico. Hace cualquier otro trabajo que tenga que ver con el mantenimiento de materiales de planta y reservas de vivero. Los trabajadores requieran de supervision minima.

Labores alternativas y pago la primera semana en caso de demora en la cosach (vease punso numero 12): N/A

- 8 Transportacion proveida: Yes
- 9. Vivendas disponiblas para 30 personas: Individuos 3 Familias 0

10. Meals provided: NO

If yes, cost per day: N/A

Workers must do their own cooking: YES

11. Deductions:

# # T	
Type:	Amount
Social Security	Yes, as required
Income Tax	Yes, as required
Meals	No
Transportation	No
Tools	No
Crewleader Charges	No
12. Notes to Worker:	

A copy of the full job order is available for inspection in this office. The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by: 4/7/08

In order for you to be eligible for this guarantee, you must contact the Job Service Office at:

During the period of: 4/8/08 - 4/14/08

Any Job Service Office will assist you in doing this.

10. Comidas Proveidas: NO

Si son proveidas, el costo por dia: N/A

Los trabajadores tienen que cocinar sus comidas: SI 11. Deduccionas:

i i i vocacoionas.	
Type	Amount
Seguro Social	Yes, cuando requierdo
Impoestos Sobre Ingrasos	Yes, cuando requierdo
Comidas	No
Transportacion	No
Herramiantas y Maquinsrias	No
Cargas de Crewleader	No

12. Notas para el trabajador:

Una copia de la orden de trabajo completa esta disponible para la inspeccion en esta oficina. El patron ha garantizado sus primeros salarios de los semana a menos que el notifique el servicio del trabajo de una fecha que comienza mas ultima cera: $\sqrt{\eta}/0$ § Para usted para ser elegible para este guarantee, usted debe pongase en contacto con la Oficina de Servicio de Trabajo en:

(434) 984-7640

Durante el periodo del: 4/8/08 - 4/14/08

Cualquier Oficina de Servicio de Trabajo le asistira en hacer esto.

WC 00 00 01 A

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **INFORMATION PAGE**

Original Printing	Issued May	30, 2007			Standard
				NCCI Carrier Code	· 30732
Type: Stock				Policy Number:	· · · · · · · · · · · · · · · · · · ·
DELOS INSURANCE COMPANY				FCD1002695-01	
120 WEST 45TH STREET				Renewal of Policy:	· · · · · · · · · · · · · · · · · · ·
NEW YORK, NEW YORK, 10036				WVS0009611-02	
				Rewrite of Policy:	
				Fein #/Risk ID #:	, · · · · · · · · · · · · · · · · · · ·
				300082729/450668	397
 The Insured's Name and Mailing ad 	dress:				
SAUNDERS LANDSCAPES, LLC		DI	BA Name:	*	
732 FRESHWATER COVE LN		SI	C CODE:	: 0781	
LOVINGSTON, VIRGINIA, 22949					
Phone:434-263-6642					
Outro outration with the con-				Type of en	ntity:
Other work place not shown above: Sc				LLC	
The policy period is from 05/21/2007	to 05/21/2008 [12.01 AM Sta	ındard Ti	ime] at the insured's	mailing address.
A. Workers Compensation Insura	nce: Part One of	f this policy ap	polies to th	e Workers	
Compensation Law of the states li	isted here: VIR	GINIA			
B. Employers liability Insurance:	Part Two of this	policy applies	s to work i	in each state listed in I	tem 3A. The limits of ou
hability under Part Two are:				•	
	ily Injury by Acc		100,000		each accident
	ily Injury by disc		500,000		policy limit
BOII	ily Injury by disc	ease \$1	100,000	A 4	each employee
C. Other States Insurance: Part Th	nee or this polic	y applies to th	c states, it	any, listed here:	
NO COVERAGE AFFORDED I	FOR OTHER ST	ATEKS			
NO COVERAGE AFFORDED I D. California Endorsements and S		ATES,			
NO COVERAGE AFFORDED I	Schedules:	ATES,			

WCPYMSCH

4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All Information required is subject to verification and change by audit. Minimum Premium: \$750.00

Deposit Premium: \$2,317.00

CHARLOTTESVILLE, VIRGINIA, 22905

Total Estimated Annual Premium: \$5,792

Pay plan: 4 PAY 40%

Producer: BB&T BARGER INS CHARLOTTESVILLE VA, F3419,

PO BOX 5789,(434)979-7064,cbarger@bbandt.com,

Countersigned By:

Date: 06/05/2007

Servicing office:

FirstComp Underwriters Group, (888) 500-3344

CENTRAL PARK PLAZA SOUTH, 222 SOUTH 15TH STREET, SUITE 1200

OMAHA, NE 68102-1680

(See extension of information page for class code, rate and premium detail)

THIS INFORMATION PAGEWITH THE WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY AND ENDORSEMENTS, IF ANY ISSUED TO FORM A PART THEREOF, COMPLETES THE ABOVE NUMBERED POLICY.

VIRGINIA EMPLOYMENT COMMISSION

Community Services for Nelson County, Virginia

Nelson County Health Department P.O. Box 98 63 Courthouse Square Lovingston, VA 22949 (804) 263-8315

El departamento de salud de Nelson County suministra ayuda a los padres, ninos, y a las mujeres en estado con problemas de salud. Los medicos tambien ayudan a las personas con enfermedades venereales, y a los que padecen de tuberculosis. El departament tambien inspecciona a las residencias habitadas por trabajadores migratorios para asegurar que dichas residencias sean mantenidas de acuerdo con la ley.

This office helps parents, children, and pregnant women with health and hygiene problems. The office also provides information and medical referrals related to venereal diseases and tuberculosis. The department also makes home inspections of migrant housing to insure compliance with the law.

University of Virginia Hospitale Lane Road Charlottesville, VA 22903 (434) 924-2231 or 911

Blue Ridge Medical Center 4038 Thomas Nelson Medical Center Arrington, VA 22822 (434) 263-4752

Los medicos proveen varios servicios rutinarios y de emergencia.

The doctors provide emergency and non-emergency medical services.

Nelson County Department of Social Services 83 Court Street Lovingston, VA 22949 (432) 263-8334

Por informacion acerca de otras agencias que tienen ayuda y asistencia por las personas quo no viven aqui. Tambien, estos oficiales tienen informacion y regulacions acerca de estampas comida.

Information is provided about other helping agencies for non-residents. Information is also available about regulations of the food stamp program.

Nelson County Public Schools 84 Courthouse Square P.O. Box 276 Lovingston, VA 22949 (432) 263-8311

La junta escolar tiene la responsabilidad de educar a los ninos de edad escolar de padres migratorios.

The school system is responsible for educational programs for migrant school age children.

Salvation Army 207 Ridge Street Charlottesville, VA 22902 (434) 295-4058

El Salvation Army ayuda a las familias, y a las personas en transito y sín hogar.

This agency helps transient persons and families.

Virginia Farmworkers Legal Assistance Project A Program of Piedmont Legal Services 416 East Main Street, Suite 201 Charlottesville, VA 22902 (800) 390-9983

Virginia Justice Center for Farm & Immigrant Workers 105 4th Street S.E. Suite A Charlottesville, VA 22902 (800) 763-7323

Las Dos agencias mencionadas proveen ayuda a los trabajadores con problemas legales.

Both agencies may provide legal assistance to workers.

This Agency offers legal assistance and referrals for those who have job related or migrant housing problems.